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of 50% of the loading and per call rates quoted in SWBT's letter dated May 16, 1997. These rates are subject to true-up in the currently pending cost proceedings. The true-up will be based on prices paid from the date of provision of AIN to AT&T. SWBT will submit cost studies to support its quoted rates for branding. (2) Rate quotes will be provided by SWBT to callers requesting AT&T rates using the rate tables already loaded by SWBT based on information already provided by AT&T. The parties agree that AT&T will reimburse SWBT \$25,500 for the initial loading costs and \$1500 per operator switch for any future AT&T requested modifications to the rate tables. These prices will not be subject to true-up.

Issue No. 2. Zero Minus Transfer

SWBT's proposed language for 0-transfer service is appropriate for the period prior to implementation of AIN customized routing solution. These conditions will apply during the limited time while SWBT is providing OS/DA services pending implementation of full scale AIN customized routing.

III. OPERATIONAL ISSUES

Issue No. 1. UNE Ordering and Provisioning

AT&T's proposed language shall be included:

Attachment 7: Ordering & Provisioning-UNE

Section 3.2 SWBT will provide an industry standard ordering EDI interface to enable AT&T to perform all of the service order functions listed in Exhibit A to this Attachment (including migration with changes, partial migration, new connects, disconnects, change orders, records only order, Outside Moves, T&F order, supplemental orders, firm order confirmation, jeopardies, rejects, and order completion) for individual and combinations of elements for the capabilities listed in Exhibit A to this Attachment (including individual elements, combinations, TSR to UNE, and UNE to TSR). SWBT

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will make this industry standard ordering EDI interface generally available for AT&T's use by June 1, 1997, and available for testing not later than April, 1997. In addition, AT&T and SWBT agree to develop a standard format for (1) ordering and provisioning, (2) time frame and mechanization requirements for transport and (3) Common Use Unbundled Network Elements (including, but not limited to signaling and call related databases, operator services and directory assistance), by June 30, 1997, or a mutually agreed upon date. In any event, SWBT will make all unbundled Network Elements available for ordering and purchase by AT&T by June 1, 1997.

Section 3.3 AT&T and SWBT agree to implement the electronic interface, which will be transaction based, to provide the pre-service ordering information for unbundled Network Elements (*i.e.*, address verification, service and feature availability, telephone number assignment, dispatch requirements, due date, and Customer Service Record information (CSR) in English subject to the conditions as set forth in Attachment Resale) not later than July 1, 1997. SWBT and AT&T also agree to work together to implement an Electronic Data Interface (EDI) for ordering and provisioning specified in the Local Service Ordering Electronic Data Interchange (EDI) Support Implementation Guide (SIG) dated May 20, 1996, or as otherwise agreed to in writing by the Parties. Both EGI for pre-order and EDI for ordering and provisioning will be available not later than July 1, 1997, for all pre-order and ordering and provisioning order types and functions as outlined in Attachment A with a variation of no more than two (2) weeks.

Exhibit A

Section 3.2.1 SWBT also will make available to AT&T [EASE] [LEX], to be used by AT&T on an interim basis prior to the development of an agreed upon UNE ordering interface, for the processing of UNE Loop and Port combination, used to provide POTS service by AT&T, service orders. The following order types may be processed via [EASE] [LEX]: Conversion (~~as-is-or~~ with changes); Change (Features, Listings, InterLATA and IntraLATA [when available] Long Distance PICs); New Connect; Disconnect; From and To (change of premises with same service). A production version of [EASE] [LEX] suitable for AT&T's needs shall be provided no later than September 1, 1997.

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Issue No. 2. UNE Ordering and Provisioning

AT&T shall incorporate its proposed language as modified:

Attachment 7: Ordering & Provisioning-UNE

Section 5.8 On a conversion as specified order, SWBT will not require AT&T to provide data that already exists in SWBT's database.

Issue No. 3. UNE Ordering and Provisioning

AT&T shall not incorporate its proposed language for 7.2.

Issue No. 4. Interim Number Portability-LIDB Data

AT&T shall incorporate SWBT's proposed language as modified:

Attachment 14: INP

Section 6.5 SWBT will provide AT&T with interfaces that allow AT&T to access SWBT's LIDB service management system (SMS). These interfaces will allow AT&T to create, modify, and delete AT&T line records for ported numbers. SWBT will provide interfaces to the LIDB SMS to accomplish this function as set forth in [insert section reference to LVAS]. If there is no change to the customer's existing LIDB functionality (e.g., collect/third-party call blocking) SWBT should not remove the existing customer data.

Issue No. 5. Portability of Customer Reserved Numbers

This issue withdrawn.

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Issue No. 6. Billing

AT&T shall incorporate its proposed language as modified:

Attachment 9: Billing-UNE

Section 2.5 - SWBT will assign to AT&T one Billing Account Number (BAN) per LATA.

Attachment 4: Connectivity Billing-Resale

Section 2.5 SWBT will assign to AT&T one Billing Account Number (BAN) per Regional Accounting Office (RAO) for consumer and one BAN per RAO for business.

Issue No. 7. UNE Provisioning and Ordering

AT&T shall not include its proposed language for Attachment 7, Section 8.6.

Issue No. 8. UNE Provisioning and Ordering

AT&T shall incorporate its proposed language as modified:

Attachment 7: Ordering & Provisioning-UNE

Section 1.5 For all unbundled Network Elements and Combinations ordered under this Agreement, SWBT will provide pre-order, ordering and provisioning services equal in quality and speed (speed to be measured from the time SWBT receives the service order from AT&T) to the services SWBT provides to its end users for an equivalent service. When UNEs are ordered in combination, for example, loop and switch port, the service must be supported by all the functionalities provided to SWBT's local exchange service customers. This will include but is not limited to, MLT testing by January 1, 1998, Dispatch scheduling by March 31, 1998, and Real time Due Date

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assignment by March 31, 1998. The ordering and provisioning to support these services will be provided in an efficient manner which meets or exceeds the performance metrics SWBT achieves when providing the equivalent end user services to an end user.

Issue No. 9(A). UNE Provisioning and Ordering

AT&T shall not incorporate its proposed language for Attachment 7, Section 6.5 and Attachment 2, Section 4.5.

Issue No. 9(B).

AT&T shall incorporate SWBT's proposed language:

Attachment 9: Billing-UNE

Section 12.2 Billing for mutual compensation will be provided in accordance with mutually agreed to CABS-like data content via current industry processes for mutual compensation.

Issue No. 10.

AT&T shall not incorporate its proposed language for Attachment 7: Ordering & Provisioning-UNE, Sections 1.4 and 1.7.1.

IV. UNE PARITY

Issue No. 1. Parity: Overview

AT&T shall include its proposed language modified to read with the words "or exceed" deleted as follows:

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Attachment 6

Section 2.4.1 When AT&T orders unbundled Network Elements in combination, and identifies to SWBT the type of telecommunications service it intends to deliver to its end-user customer through that combination (e.g., POTS, ISDN), SWBT will provide the requested elements with all the functionality, and with at least the same quality of performance and operations systems support (ordering, provisioning, maintenance, billing and recording), that SWBT provides through its own network to its local exchange service customers receiving equivalent service, unless AT&T requests a lesser or greater quality of performance through the Special Request process. For example, loop/switch port combinations ordered by AT&T for POTS service will include, without limitation, MLT testing, real time due date assignment, dispatch scheduling, service turn-up without interruption of customer service, and speed and quality of maintenance, at parity with SWBT's delivery of service to its POTS customers served through equivalent SWBT loop and switch ports. Network element combinations provided to AT&T by SWBT will meet all performance criteria and measurements that SWBT achieves when providing equivalent end-user service to its local exchange service customers (e.g., POTS, ISDN).

Issue No. 2. Ordering and Provisioning: Access to Information

AT&T shall include its proposed language:

Attachment 7: Ordering & Provisioning

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Section 2.1 SWBT and AT&T agree to work together to implement the Electronic Gateway Interface (EGI) used for resold services that provides non-discriminatory access to SWBT's pre-order process. AT&T and SWBT agree to implement the electronic interface, which will be transaction based, to provide the pre-service ordering information (*i.e.*, address verification, service and feature availability, telephone number assignment, dispatch requirements, due date and Customer Service Record (CSR) information), subject to the conditions as set forth in Attachment 2: Ordering and Provisioning - Resale, Paragraph 1.4.

AT&T shall include its proposed language except that "January 1998" shall be replaced with "March 31, 1998":

Attachment 2: Ordering & Provisioning-Resale

Section 4.7 When available, SWBT will provide AT&T an 855 EDI transaction based reply when SWBT's committed Due Date (DD) is in jeopardy of not being met by SWBT on any Resale service. SWBT will concurrently provide the revised due date. SWBT may satisfy its obligations under this paragraph by providing AT&T access through the electronic interface to a database which identifies due dates in jeopardy and provides revised due dates as soon as they have been established by SWBT. On an interim basis, where available, SWBT and AT&T will establish mutually acceptable methods and procedures for handling the processes for a jeopardy notification or missed due date. This capability will be available by March 31, 1998, or as agreed to by the Parties.

AT&T shall include its proposed language except that "January 1998" shall be replaced with "March 31, 1998":

Attachment 7: Ordering & Provisioning

Section 6.7 When available, SWBT will provide AT&T an 855 EDI transaction based reply when SWBT's committed Due Date (DD) is in jeopardy of not being met by SWBT on any Unbundled Network Elements or Combinations. SWBT will concurrently provide the revised due date. SWBT

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may satisfy its obligations under this paragraph by providing AT&T access through the electronic interface to a database which identifies due dates in jeopardy and provides revised due dates as soon as they have been established by SWBT. On an interim basis, where available, SWBT and AT&T will establish mutually acceptable methods and procedures for handling the processes for a jeopardy notification or missed due date. This capability will be available by March 31, 1998, or as agreed to by the Parties.

Attachment 7

Section 9.1 This issue is addressed in Section VIII. Performance Criteria.

Issue No. 3. Ordering and Provisioning: No Service Interruption

AT&T shall include its proposed language for Attachment 7, Section 6.12.1 except that the language should be modified to allow minimal service interruptions to the same extent a SWBT's end use customers may experience when switch translations are required to activate certain services or features, as opposed to no service interruptions. When AT&T orders a switch port, or local loop and switch port combination, AT&T shall have access to automated loop testing through the Local Switch rather than install a separate loop test point. This testing should be made available by December 31, 1997.

Attachment 7: Ordering & Provisioning

Section 6.12.1 "Contiguous Network Interconnection of Network Elements" includes, without limitation, the situation when AT&T orders all the SWBT Network Elements required to convert a SWBT end-user customer or an AT&T resale customer to AT&T unbundled Network Elements service (a) without any change in features or functionality that was being provided by SWBT (or by AT&T on a resale basis) at the time of the order or (b) with only the change needed to route the customer's operator service and directory assistance calls to the AT&T OS/DA platform via customized routing and/or changes needed in order to change a local switching feature, e.g., call waiting. (This section

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only applies to orders involving customized routing after customized routing has been established to an AT&T OS/DA platform from the relevant SWBT local switch, including AT&T's payment of all applicable charges to establish that routing.) There will be no interruption of service to the end-user customer in connection with orders covered by this section, except for processing time that is technically necessary to execute the appropriate recent change order in the SWBT local switch. SWBT will treat recent change orders necessary to provision AT&T orders under this section at parity with recent change orders executed to serve SWBT end-user customers, in terms of scheduling necessary service interruptions so as to minimize inconvenience to end-user customers.

Issue No. 4. Ordering and Provisioning: No Service Disruption With IDLC

AT&T shall include its proposed language for Attachment 6, Section 4.4:

Attachment 6: UNE

Section 4.4 When AT&T owns or manages its own switch and requests an unbundled Loop to be terminated on AT&T's switch and the requested loop is currently serviced by SWBT's Integrated Digital Loop Carrier (IDLC) or Remote Switching technology, SWBT will, where available, move the requested unbundled Loop to a spare, existing physical or a universal digital loop carrier unbundled Loop at no additional charge to AT&T. If, however, no spare unbundled Loop is available, SWBT will within forty-eight (48) hours, excluding weekends and holidays, of AT&T's request notify AT&T of the lack of available facilities. AT&T may request alternative arrangements through the Special Request process. This Section does not apply when AT&T orders a Loop/Switch port combination from SWBT.

AT&T shall include its proposed language for Attachment 6, Sections 5.3.1.1 and 5.3.1.4:

Section 5.3.1.1 Analog Line Port: A line side switch connection available in either a loop or ground start signaling configuration used primarily for switched voice communications including

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centrex-like applications. When AT&T orders a Loop/Switch combination in which the loop is served by IDLC, AT&T will pay the applicable loop charge and an Analog Line Port charge. _

Section 5.3.1.4 ISDN Basic Rate Interface (BRI) Port: A line side switch connection which provides ISDN Basic Rate Interface (BRI) based capabilities including centrex-like applications. When AT&T orders a Loop/Switch combination in which the loop is served by IDLC, AT&T will pay the applicable loop charge and a BRI Port charge.

Issue No. 5. Ordering and Provisioning: Parity of Provisioning Intervals

AT&T shall include its proposed language:

Attachment 7: Ordering & Provisioning

Section 5.6 SWBT will provide AT&T with standard provisioning intervals for all unbundled Network Elements and combinations as compared to SWBT customers for equivalent service.

Issue No. 7. Ordering and Provisioning: Provisioning of Databases

SWBT shall not remove customer data when a customer is served by AT&T through UNEs. However, the LIDB database update activity is not a part of the unbundled switch element. Therefore, to the extent that SWBT can identify unique costs, discussion concerning a cost-based recovery mechanism may be included in the costing and pricing phase.

SWBT is required to provide AT&T with equivalent access to the SWBT LIDB SMS so that AT&T, at AT&T's own identified need, could create, modify, and update its own records. However, if AT&T orders unbundled switching elements, the associated LIDB data base information shall not be deleted unless requested by AT&T. Any costs associated with retaining such information may be recovered at a cost-based rate.

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Issue No. 8. Maintenance: Automated Testing

AT&T shall include its proposed language:

Attachment 6: UNE

Section 11.3 Cross connects to the cage associated with unbundled local loops are available with or without automated testing and monitoring capability. If AT&T uses its own testing and monitoring services, SWBT will treat AT&T test reports as its own for purposes of procedures and time intervals for clearing trouble reports. When AT&T orders a switch port, or local loop and switch port in combination, SWBT will, at AT&T's request, provide automated loop testing through the Local Switch rather than install a loop test point.

Issue No. 9. Combinations of Element, Services and Facilities

AT&T shall include SWBT's proposed language as modified below:

Attachment 6: UNE

Section 2.2 AT&T may combine any unbundled Network Element with any other element without restriction. Unbundled Network Elements may not be connected to or combined with SWBT access services or other SWBT tariffed service offerings with the exception of tariffed collocation services. This paragraph does not limit AT&T's ability to permit IXC's to access ULS for the purpose of originating and/or terminating interLATA and intraLATA access traffic or limit AT&T's ability to originate and/or terminate interLATA or intraLATA calls using ULS consistent with Section 5 of this attachment. Further, when customized routing is used by AT&T, pursuant to Section 5.2.4 of this Attachment, AT&T may direct local, local operator services, and local directory assistance traffic to dedicated transport whether such transport is purchased through the access tariff or otherwise.

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Issue No. 10. Maintenance: Forward-Looking Testing Systems

AT&T shall include its proposed language:

Attachment 8: Maintenance

Section 3.4 SWBT agrees to notify AT&T of upgrades to existing test systems and the deployment of new test systems within SWBT and to negotiate with AT&T to allow AT&T to use such systems through a controlled interface.

Issue No. 11. Maintenance: Automated Testing through EBI?

AT&T shall include its proposed language:

Attachment 6: Maintenance

Section 5.2.6 SWBT will perform testing through the Local Switching element for AT&T customers in the same manner and frequency that it performs such testing for its own customers for an equivalent service.

AT&T shall include its proposed language:

Attachment 8: Maintenance

Section 3.3 SWBT and AT&T agree to work together to develop new or modify existing standards for Phase II of EBI (specific date by which said development is to be completed to be jointly agreed upon) which will provide AT&T the following capabilities, including, but not limited to:

- a) performing feature and line option verification and request corrections;
- b) performing network surveillance (e.g., performance monitoring);
- c) initiating and receiving test results;

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- d) receiving immediate notification of missed appointments;
- e) identifying existing cable failures (by cable and pair numbering).

Issue No. 12. Performance Data

This issue is addressed in Section VIII. Performance Criteria.

Issue No. 13. Performance Measurements: Provisioning Intervals

This issue is addressed in Section VIII. Performance Criteria.

Issue No. 14. Performance Measurements: Network Outages

This issue is addressed in Section VIII. Performance Criteria.

Issue No. 15. Access to Equipment to Allow AT&T to Utilize Full Functionality of UNEs
a. Optical Multiplexing

Attachment 6: UNE

Section 8.2.1.5.1 SWBT shall provide all technically feasible types of multiplexing/demultiplexing, including optical multiplexing on an unbundled basis. However, if there are no cost studies filed for specific bandwidth of optical multiplexing mutually agreeable rate for such equipment may be established through the special request process.

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AT&T shall include its proposed language:

Attachment 6: UNE

Section 8.2.1.5.2 AT&T will pay rates and charges for Voice Grade to DS1 and DS1 to DS3 multiplexing and demultiplexing that are in addition to Dedicated Transport rates and charges. These charges are shown in Appendix Pricing - UNE - Schedule of Prices labeled "Multiplexing". The multiplexing/demultiplexing and grooming associated with optical multiplexing is included in the optical interoffice dedicated transport price.

***Issue No. 15. Access to Equipment to Allow AT&T to Utilize Full Functionality of UNE
b. Input/Output Port***

AT&T must have access to full functionality of the switch including but not limited to voice mail functions. If certain ports such as SMDI ports are not included in the cost study that has already been filed, the parties shall attempt to negotiate such rates.

***Issue No. 15. Access to Equipment to Allow AT&T to Utilize Full Functionality of UNEs
c. Digital Cross Connect***

AT&T shall include SWBT's proposed language:

Attachment 6: UNE

Section 8.2.4.1 SWBT will offer Digital Cross-Connect System (DCS) as part of the unbundled dedicated transport element with the same functionality that is offered to interexchange carriers, or additional functionality as the Parties may agree.

Section 8.2.4.4 AT&T may use the DCS to directly access and control AT&T's 45 Mbps or 1.544Mbps facilities or unbundled Dedicated Transport, subtending channels, and Internodal Facilities

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(the facilities that connect a DCS in one central office with a DCS in another central office). DCS devices will perform 3/3, 3/1, and 1/0 type functions.

Issue No. 15. Access to Equipment to Allow AT&T to Utilize Full Functionality of UNES
d. Switch Capability

AT&T shall include the following which modifies SWBT's proposed language:

Attachment 7: Ordering & Provisioning

Section 3.9.1 a list of all services and features activated and working for each switch that SWBT may use to provide a Local Switching Element, by switch CLI and NPA NXX. In addition SWBT shall provide information regarding the type of switching equipment, installed version of software generic, secured features, identification of any software or hardware constraints or enhancements, and a means to reliably correlate a customer address with the data to the extent such information is not proprietary. Within ten (10) business days after the Effective Date of the Agreement, SWBT will provide AT&T an initial electronic copy of this Information. SWBT will provide a complete update of the information to AT&T electronically on a quarterly basis, or as AT&T may otherwise request. If AT&T requests more than one update in any quarter, a charge may apply for each such additional request. The Parties agree to negotiate in good faith whether and to what extent such a charge should apply.

Issue No. 15. Access to Equipment to Allow AT&T to Utilize Full Functionality of UNES
e. Expedited Special Request Process

AT&T shall include its proposed language for Attachment 6, Section 2.22.11 but shall not include its proposed language for Section 2.22.12:

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Attachment 6: UNE

Section 2.22.11 Whenever AT&T requests to purchase a particular SWBT Network Element that is operational at the time of the request but for which no unbundled Network Element price has been established or agreed by the Parties, AT&T's request will be considered as follows: SWBT will provide a price quote for the Element, consistent with the Act, within ten (10) days following SWBT's receipt of AT&T's request. If the Parties have not agreed on a price for the Element within ten (10) days following AT&T's receipt of the price quote, either Party may submit the matter for Dispute Resolution as provided for in the General Terms and Conditions of this Agreement.

VI. NETWORK EFFICIENCY

Issue No. 1.

The Interconnection of the AT&T and SWBT networks should be designed to promote network efficiency as long as AT&T does not combine traffic in order to avoid payment of access charges for intraLATA and interLATA traffic originated by or terminated to a customer who is not an AT&T local exchange customer.

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Issue No. 2. Flexibility in Establishing Trunk Groups

AT&T shall include its proposed language as modified:

Attachment 11: NIA, Appendix ITR

Section 1.3 SWBT will allow AT&T to use the same physical facilities (e.g., dedicated transport access facilities, dedicated transport UNE facilities) to provision trunk groups that carry Local, intraLATA and interLATA traffic, provided such combination of traffic is not for the purpose of avoiding access charges, and facility charges associated with dedicated transport used to carry interLATA and IntraLATA traffic originated by or terminated to a customer who is not AT&T local exchange service customer. By December 31, 1997, SWBT and AT&T may establish a single two way trunk group to provisioned to carry intraLATA (including local) and interLATA traffic where technically feasible. AT&T may have administrative control (e.g., determination of trunk size) of this combined two way trunk group to the extent that it does not require SWBT to redesign its network configuration. Prior to December 31, 1997 as referenced above, when traffic is not segregated according to a traffic type the Parties will provide a percentage of jurisdictional use factors or an actual measurement of jurisdictional traffic.

AT&T shall include its proposed language for Attachment 11, Appendix ITR, Sections 2.1, 2.1.1., 2.1.2, and 2.2:

Attachment 11: NIA, Appendix ITR

Section 2.1 InterLATA Toll, Local Traffic and IntraLATA Interexchange (Toll) Traffic:

Section 2.1.1 AT&T Originating (AT&T to SWBT) :Subject to Section 1.0 above, InterLATA toll traffic and IntraLATA toll traffic may be combined with local traffic on the same trunk group when AT&T routes traffic to either a SWBT access tandem which serves as a combined local and toll tandem or directly to a SWBT end office. When mutually agreed upon traffic data exchange methods

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are implemented as specified in Section 5.0 of this Appendix, direct trunk group(s) to SWBT end offices will be provisioned as two-way and used as two-way. When there are separate SWBT access and local tandems in an exchange, a separate local trunk group will be provided to the local tandem and a separate intraLATA toll trunk group will be provided to the access tandem. When there are multiple SWBT combined local and toll tandems in an Exchange Area, separate trunk groups will be established to each tandem. Such trunk groups may carry [[both]] local, intraLATA toll, and interLATA toll traffic. Trunk groups to the access or local tandem(s) will be provisioned as two-way and used as one-way until such time as it becomes technically feasible to use two-way trunks in SWBT tandems. Trunks will utilize Signaling System 7 (SS7) protocol signaling when such capabilities exist within the SWBT network. Multifrequency (MF) signaling will be utilized in cases where SWBT switching platforms do not support SS7.

Section 2.1.2 AT&T Terminating (SWBT to AT&T): Where SWBT has a combined local and access tandem, SWBT will combine the local InterLATA and the IntraLATA toll traffic over a single trunk group to AT&T. The trunk groups will be provisioned as two-way and used as one-way until such time as it becomes technically feasible to use two-way trunks. When SWBT has separate access and local tandems in an exchange area, a separate trunk group will be established from each tandem to AT&T. As noted in Section 2.1.1, direct trunk group(s) between AT&T and SWBT end offices will be provisioned as two-way and used as two-way. Trunks will utilize SS7 protocol signaling unless the SWBT switching platform only supports MF signaling.

Section 2.2 Access Toll Connecting Traffic: Access Toll Connecting Traffic will be transported between the SWBT access tandem and AT&T over a "meet point" trunk group separate from local, intraLATA toll, and interLATA toll trunk group. This trunk group will be established for the transmission and routing of Exchange Access traffic between AT&T's end users and interexchange carriers via a SWBT access tandem. When SWBT has more than one access tandem within an exchange, AT&T may utilize a single "meet point" access toll connecting trunk group to one SWBT access tandem within the exchange. This trunk group will be set up as two-way and will utilize SS7

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protocol signaling. Traffic destined to and from multiple interexchange carriers (IXCs) can be combined on this trunk group. This arrangement is subject to the timeframes referenced in Section 1.0.

Issue No. 3. Percentage Local Usage (PLU)

AT&T shall include its proposed language:

Attachment 12: Compensation

Section 7.0 Billing Arrangements for Compensation for Termination of IntraLATA (prior to dual PIC), Local, Transit, and Optional Calling Area Traffic.

VIII. PERFORMANCE CRITERIA

Issue Nos. 1.-3. Performance Criteria, Data, and Measurements and Provisioning Intervals

By agreement of the parties, issues addressing the development of performance measures and standards will be severed from consideration in this Award and will be handled according to the following procedure.

AT&T and SWBT agree to engage in discussions with Commission Staff to attempt to reach a consensus on specific performance criteria and performance measures as they relate to service quality, in particular activities or functions performed by SWBT that have a direct correlation to AT&T's ability to provide reliable telecommunications service.

AT&T and SWBT agree that in the event they are unable to reach a mutually agreeable resolution as it relates to the issues identified below; that the decision of the Commission Staff participating in the negotiations will be binding.

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The specific issues to be addressed through this process are:

IV. UNE PARITY

Issue No. 12 Performance Data

Attachment 6, Section 2.17.7

Issue No. 13 Performance Measurements: Provisioning Intervals

Attachment 7, Section 9.1 and Attachment 8, Section 2.1

Issue No. 14 Performance Measurements: Network Outages

Attachment 8, Sections 8.8 and 8.9

VIII. PERFORMANCE CRITERIA

Issue No. 1 Performance Criteria

Attachment 17, Sections 1.1.2 and 1.1.3

Issue No. 2 Performance Data

Attachment 6, Section 2.17.7 and Attachment 7, Section 8.5

Issue No. 3 Performance Measurements and Provisioning Intervals

Attachment 7, Section 9.1 and Attachment 8, Section 2.1

All issues will be resolved no later than November 1, 1997.

IX. DISPUTE RESOLUTION/MOST FAVORED NATION

Issue No. 1. Dispute Resolution Procedures

AT&T's proposed language shall be included as modified:

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Terms and Conditions

Section 9.3.1 In the case of any dispute and at the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative informal dispute resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit. To the extent negotiations do not resolve the dispute, and 30 days have passed since the date of the request for resolution under this paragraph, parties may seek more formal dispute resolution procedures as described below.

Section 9.4 Billing Disputes

AT&T's proposed language for Sections 9.4.1 and 9.4.3 shall be included as follows:

Section 9.4.1 The Parties agree that with respect to matters that are purely unresolved billing disputes, all bills, including bills disputed in whole or in part, are to be paid when due, that interest applies to all overdue invoices as set forth in Section 8.1 to this Agreement, and that no other late payment fee or charge applies to overdue invoices. The Parties further agree that if any billing dispute is resolved in favor of the disputing Party the disputing Party will receive, by crediting or otherwise, interest applied to the disputed amount as set forth in Section 8.1.

Section 9.4.3 Each Party agrees to notify the other Party of a billing dispute and may invoke the informal dispute resolution process described in Section 9.2. The parties will endeavor to resolve the dispute within thirty (30) calendar days of the Bill Date on which such disputed charges appear, or,

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if the charges have been subject to the bill closure process described in Section 9.4.2, above, within thirty (30) calendar days of the closure of the billing period covered by such bill closure process.

AT&T's proposed language with some modifications shall be included as follows:

Section 9.5.1 Formal Resolution of Disputes/Other Disputes

Except as otherwise specifically set forth in this Agreement, for all disputes arising out of or pertaining to this Agreement, including but not limited to matters not specifically addressed elsewhere in this Agreement which require clarification, renegotiation, modifications or additions to this Agreement, either party may invoke dispute resolution procedures available pursuant to the dispute resolution rules, as amended from time to time, of the Public Utility Commission of Texas. Also, upon mutual agreement, the parties may seek commercial binding arbitration as specified in Section 9.6.

Attachment 25 proposed by AT&T shall not be included.

SWBT's proposed language, with certain modifications shall be included to read as follows:

Section 9.6.1 When both parties agree to binding arbitration, disputes will be submitted to a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or pursuant to such other provider of arbitration services or rules as the Parties may agree. The place where each separate arbitration will be held will alternate between Dallas, Texas, and St. Louis, Missouri, unless the Parties agree otherwise. The arbitration hearing will be requested to commence within 60 days of the demand for arbitration. The arbitrator will control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs upon a schedule determined by the arbitrator. The Parties will request that the arbitrator rule on the dispute by issuing a written opinion within 30 days after the close of hearings. The arbitrator has no authority to order punitive or consequential damages. The times specified in this Section may be extended or shortened upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Each Party will bear its

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own costs of these procedures. The Parties will equally split the fees of the arbitration and the arbitrator. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

Issue No. 2. "Most Favored Nations" Clause

SWBT's proposed language shall be included:

Terms and Conditions

31.1 If SWBT enters into an agreement (the "Other Agreement") approved by the Texas Public Utility Commission pursuant to Section 252 of the Act, which provides for the provision of arrangements covered in this Agreement, to another requesting Telecommunications Carrier, SWBT will make available in Texas, to AT&T such arrangements upon the same rates, terms and conditions as those provided in the Other Agreement. At its sole option, AT&T may avail itself of either (i) the Other Agreement in its entirety or (ii) the prices, terms and all material conditions of the Other Agreement that directly relate to any of the following duties as a whole:

- (1) All Interconnection Rates - Section 251©(2) of the Act; or Access to Unbundled Network Elements - Section 251©(3) of the Act;
- (2) Resale - Section 251©(4) of the Act; or
- (3) Collocation - Section 251©(6) of the Act; or
- (4) Number Portability - Section 251(b)(2) of the Act of this STC; or
- (5) Access to Rights of Way - Section 251(b)(4) of the Act; or
- (6) Cellular Traffic;
- (7) White Pages ;
- (8) Operator Services;
- (9) Directory Assistance.

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X. SWBT ONLY

Issue No. 1. Customized Routing-Resale

Appendix for Customized Routing-Resale shall continue to be a part of the interconnection agreement as originally filed.

Issue No. 3. SWBT's Right to Judge the Lawfulness of Interconnections with AT&T Under the Agreement

SWBT's proposed amendment for Terms and Conditions, Section 1.2 shall not be included.

Issue No. 4a. Limitation of Liabilities

AT&T shall not incorporate the language proposed by SWBT for Terms and Conditions, Section 7.1.1.

Issue No. 4b.

AT&T shall incorporate SWBT's proposed language into the Agreement:

Terms and Conditions

Section 7.1.2 Except for losses alleged or made by an end user of either Party, or except as otherwise provided in specific appendices, in the case of any loss alleged or made by a third party arising under the negligence or willful misconduct of both Parties, each Party shall bear, and its obligation under this section shall be limited to, that portion (as mutually agreed to by the Parties) of the resulting expense caused by its own negligence or willful misconduct or that of its agents, servants, contractors, or others acting in aid or concert with it.

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Issue No. 5. Indemnification

AT&T shall incorporate SWBT's proposed language into the Agreement:

Terms and Conditions

Section 7.3.1.1 In the case of any loss alleged or made by an end user of either Party, the Party whose end user alleged or made such loss (Indemnifying Party) shall defend and indemnify the other party (Indemnified Party) against any and all such claims or loss by its end users regardless of whether the underlying service was provided or unbundled element was provisioned by the Indemnified Party, unless the loss was caused by the gross negligence of intentional or willful misconduct or of breach applicable law of the other (Indemnified) Party.

Issue No. 6. Interference with Other Contracts

SWBT's proposed amendment for Terms and Conditions, Section 7.3.1 shall not be adopted.

Issue No. 7. Local Exchange Carrier Selection/"Slamming"

AT&T shall include SWBT's proposed language as modified:

Terms and Conditions

Section 17.2 Only an end user can initiate a challenge to a change in its local exchange service provider. In connection with such challenges each Party will follow procedures which conform with federal rules regarding challenges to changes of presubscribed interexchange carriers until such time as there are federal or state rules applicable to challenges to changes of Local Exchange Service Providers. Thereafter, the procedures each Party will follow concerning challenges to changes of local exchange service providers will comply with such rule. If an end user notified SWBT or AT&T that the end user requests local exchange service, the Party receiving such request shall be free to immediately provide service to such end user. SWBT shall be free to connect the end user to any local

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service provider based upon the local service provider's request and assurance that proper end user authorization has been obtained. AT&T shall make authorization available to SWBT upon request and at no charge.

Section 17.4 Neither Party shall be obligated by this Agreement to investigate any allegations of unauthorized changes in local exchange service ("slamming") on behalf of the other Party or a third party. If SWBT, on behalf of AT&T, agrees to investigate an alleged incidence of slamming, SWBT shall charge AT&T a cost-based or mutually agreed investigation fee.

Issue No. 8a. OS/DA Facilities

AT&T shall include SWBT's proposed language as modified by replacing "is available" with "has been available for three months."

Attachment 22: DA-Facilities

Section 6.4 When AT&T desires to customize route Directory Assistance and such routing capability is not currently technically available, AT&T agrees that SWBT will be the sole provider of such services for each end office, where such services are provided, until customized routing has been available for three months. In this event, such services will be provided until the Parties mutually agree on a conversion date for the customized routing of such calls. Where customized routing has been available for three months in an end office, and AT&T chooses not to customize route the DA calls, AT&T agrees that SWBT will be the sole provider of DA for one year from the effective date listed in this Attachment.

Attachment 23: OS Facilities

Section 6.4 [[As to any end office where SWBT furnishes the Operator Services provided by this Attachment, AT&T agrees that SWBT will be the sole provider of local and intraLATA toll Operator Services provided to AT&T in such end offices for the period of time mutually agreed to

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by the Parties.]]] When AT&T desires to customize route Operator Services and such routing capability is not currently technically available, AT&T agrees that SWBT will be the sole provider of such services for each end office, where such services are provided, until customized routing has been available for three months. In this event, such services will be provided until the Parties mutually agree on a conversion date for the customized routing of such calls. Where customized routing has been available for three months in an end office, and AT&T chooses not to customize route the OS calls, AT&T agrees that SWBT will be the sole provider of OS for one year from the effective date listed in Attachment 6-UNE.

Section 7.2.7.4 When AT&T desires to customize route Operator Services and such routing capability is not currently technically available, AT&T agrees that SWBT will be the sole provider of such services for each end office, where such services are provided, until customized routing has been available for three months. In this event, such services will be provided until the Parties mutually agree on a conversion date for the customized routing of such calls. Where customized routing is available in an end office, and AT&T chooses not to customize route the OS calls, AT&T agrees that SWBT will be the sole provider of OS for one year from the effective date listed in this Attachment.

Section 7.3.7.4 When AT&T desires to customize route Directory Assistance and such routing capability is not currently technically available, AT&T agrees that SWBT will be the sole provider of such services for each end office, where such services are provided, until customized routing has been available for three months. In this event, such services will be provided until the Parties mutually agree on a conversion date for the customized routing of such calls. Where customized routing is available in an end office, and AT&T chooses not to customize route the DA calls, AT&T agrees that SWBT will be the sole provider of DA for one year from the effective date listed in this Attachment.

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Issue No. 8b. Terms of the Attachment

AT&T shall not include SWBT's proposed language for Attachments 22, Sections 10.0-10.3 and Attachment 23, Sections 10.0-10.3.

Issue No. 9. Responsibility for Environmental Contamination

AT&T shall delete the phrase "or knowingly use, at" from Terms and Conditions, Sections 40.1 and 40.2 as follows:

Section 40.1 AT&T will in no event be liable to SWBT for any costs whatsoever resulting from the presence or Release of any Environmental Hazard that AT&T did not introduce to the affected Work Location. SWBT will indemnify, defend (at AT&T's request) and hold harmless AT&T, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) any Environmental Hazard that SWBT, its contractors or agents introduce to the Work locations or (ii) the presence or Release of any Environmental Hazard for which SWBT is responsible under applicable law.

Section 40.2 SWBT will in no event be liable to AT&T for any costs whatsoever resulting from the presence or Release of any Environmental Hazard that SWBT did not introduce to the affected Work Location. AT&T will indemnify, defend (at SWBT's request) and hold harmless SWBT, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from i) any Environmental Hazard that AT&T, its contractors or agents introduce to the Work Locations or ii) the presence or Release of any Environmental Hazard for which AT&T is responsible under applicable law.

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Issue No. 10. Other Limitation of Liability and Indemnification Provisions

AT&T shall include its proposed language in the following sections:

Appendix DA-Resale

Section 6.1 Indemnification and limitation of liability provisions covering the matters addressed in this Appendix are contained in the General Terms and Conditions portion of the Agreement.

Appendix OS-Resale

Section 14.1 Indemnification and limitation of liability provisions covering the matters addressed in this Appendix are contained in the General Terms and Conditions portion of the Agreement.

Attachment 15: 911

Section 7.1 Indemnification provisions covering the matters addressed in this Attachment are contained in the General Terms and Conditions portion of the Agreement.

Attachment 18: Mutual Exchange Directory of Listing Information

Section 7.1 Indemnification and limitation of liability of provisions covering the matters addressed in this Attachment are contained in the General Terms and Conditions portion of the Agreement.

Attachment 19: WP-Other

Section 7.1 Indemnification and limitation of liability of provisions covering the matters addressed in this Attachment are contained in the General Terms and Conditions portion of the Agreement.

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Attachment 22: DA-Facilities

Section 9.1 Indemnification and limitation of liability of provisions covering the matters addressed in this Appendix are contained in the General Terms and Conditions portion of the Agreement.

Attachment 23: OS-Facilities

Section 9.1 Indemnification and limitation of liability of provisions covering the matters addressed in this Appendix are contained in the General Terms and Conditions portion of the Agreement.

Attachment 6: UNE

Section 7.2.8 Indemnification and limitation of liability of provisions covering the matters addressed in this Attachment are contained in the General Terms and Conditions portion of the Agreement.

Section 7.3.8 Indemnification and limitation of liability of provisions covering the matters addressed in this Attachment are contained in the General Terms and Conditions portion of the Agreement.

Section 9.5.3.10 Indemnification and limitation of liability of provisions covering the matters addressed in this Attachment are contained in the General Terms and Conditions portion of the Agreement.

Attachment 24: Recording-Facilities Based

Section 6.1 Indemnification provisions covering the matters addressed in this Attachment are contained in the General Terms and Conditions portion of the Agreement.

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Issue No. 12. Should SWBT be Allowed to Amend the Existing Agreement to Make Liquidated Damages the Sole Remedy Available for Breach of the Agreement or Breach of Performance Criteria?

AT&T shall not include SWBT's proposed language for Attachment 17, Section 7.1.

Issue No. 13. Poles, Conduits, and Rights-of-Way

The motion to strike was granted on this issue.

Issue No. 15. SS7 Transport

AT&T shall incorporate SWBT's proposed language:

Attachment 6: UNE

Section 9.2.1.1.1.2 If AT&T elects to be billed for this signaling transport at the UNE rate referenced in the preceding paragraph, AT&T will be required to use a unique point code for each AT&T local switching office, in those circumstances when call completion requires use of an STP located in a different LATA than that in which the call originated. If AT&T does not provide a unique point code, AT&T will be charged at a tariffed rate.

Issue No. 16. Audit of LIDB Accounts

AT&T shall incorporate language which will require AT&T to audit and correct any discrepancy within a reasonable time and in no event longer than 10 calendar days.

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Issue No. 17. Implementation Schedule

SWBT's proposed language should not be included.

Issue No. 19. Customized Routing

AT&T shall include the following language:

Attachment 6: UNE

Section 5.2.3 SWBT should route all local operator services and directory assistance calls to a single destination designated by AT&T where technically feasible.

Issue No. 20. Appendix Pricing UNE, Section 1.1

AT&T shall not include SWBT's proposed amendment. No change shall be made to the existing contract language.

Issue No. 21. CMRS Provider

AT&T's proposed language shall be included.

Attachment 12: Compensation

Section 8.0 Compensation for Terminating Cellular Traffic

Section 8.1 Appendix Cellular sets forth the terms and conditions under which the Parties will distribute revenue from their joint provision of Wireless Interconnection Service for mobile to landline traffic terminating through the Parties' respective wireline switching networks within a LATA. If one Party enters into an interconnection agreement with a Commercial Mobile Radio Service (CMRS)

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provider, Appendix Cellular shall no longer be applicable between the Parties with respect to such CMRS providers, and the other Party shall be obligated within a reasonable length of time to enter into an agreement with such CMRS provider for the termination of wireless to landline traffic.

Section 8.2 AT&T will pay the Local Transit Traffic rate to SWBT for calls that originate on AT&T's network and are sent to SWBT for termination to a CMRS provider as long as such Traffic can be identified as wireless traffic. SWBT will pay the Local Transit Traffic rate to AT&T for such calls that originate on SWBT's network and are sent through AT&T for termination on a CMRS Provider's network. Each party shall be responsible for interconnection agreements with CMRS provider's network. The Parties agree to cooperate with each other regarding third party compensation issues. In the event that the originating party does send traffic through the transiting party's network to a third party provider with whom the originating party does not have a traffic interchange agreement, then the originating party agrees to indemnify the transiting party for such traffic pursuant to Section 7.0 of the General Terms and Conditions portion of the Agreement.

Section 8.3 When traffic is originated by either Party to a CMRS Provider, and the traffic cannot be specifically identified as wireless traffic for purposes of compensation between SWBT and AT&T, the traffic will be rated either as Local or Access and the appropriate compensation rates shall be paid by the originating Party to the transiting Party.

Issue No. 22. Separate NXX Code

AT&T's proposed language shall included:

There are four projects currently underway at the Commission that should result in solutions to the NXX exhaust problem. These projects are: *Implementation of Local Number Portability*, Project No. 16091; *Numbering Plan Area Code Relief Planning for the 214/972 Area Codes*; Project 16899; *Numbering Plan Area Code Relief Planning for the 713/281 Area Codes*; Project 16900; and

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Numbering Plan Code Relief Planning for the 512 Area Code, Project 16901. Because of these ongoing projects, it would not be prudent to require SWBT to develop an alternative mechanism that may not be necessary after a period of six or nine months. Therefore AT&T shall adopt SWBT language as modified:

Attachment 21

At a minimum, in those Metropolitan Exchange Areas where LSP intends to provide local exchange service, LSP shall obtain a separate NXX code for each SWBT exchange or group of exchanges that share a common mandatory calling scope as defined in SWBT tariffs. This will enable LSP and SWBT to identify the jurisdictional nature of traffic for intercompany compensation. SWBT and AT&T shall report to the Commission on January 15, 1998, their progress regarding the issuance of NXX codes under this provision. This provision shall remain in effect until the earlier of March 31, 1998, or the issuance of a Commission order that provides for a different method of allocating NXX codes. If there is no Commission action by March 31, 1998, then until such Commission action, the alternative mechanism proposed by AT&T using the "Originating LEC NECA Code Field" and "Traffic Type Field" in SWBT's "92-99" billing record rather than a brand new NPA-NXX shall be substituted in place of this provision.

In those Metropolitan Exchange Areas where AT&T intends to provide local exchange service, AT&T shall obtain a separate NXX code for each SWBT exchange or group of exchanges that share a common mandatory calling scope as defined in SWBT tariffs. This will enable AT&T and SWBT to identify the jurisdictional nature of traffic for intercompany compensation until such time as both parties have implemented billing and routing capabilities to determine traffic jurisdiction on a basis other than NXX codes.

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Issue No. 23. Incorporation of Results of Arbitration Award into Interconnection Agreement

AT&T proposed language shall be included:

SWBT and AT&T have already entered into an interconnection agreement in Texas which has been approved by the Texas Public Utility Commission and on file with the Texas Public Utility Commission since January 22, 1997 ("Agreement"). This document is an amendment to the Agreement, and except as otherwise provided herein, the Agreement remains in full force and effect. For the convenience of the parties, the parties have separately prepared a document that includes the operative in terms of the Agreement and this amendment ("Conforming Agreement"), and the parties agree that the Conforming Agreement accurately reflect all the terms of the Agreement, as amended.

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1	<p>MCIm shall include the following language:</p> <p>WHEREAS, the parties wish to interconnect their local exchange networks in a technically and economically efficient manner, in which SWBT acknowledges that it may not act in any manner more restrictive than that required by FTA96, for the transmission and termination of calls, so that subscribers of each can seamlessly receive calls that originate on the other's network and place calls that terminate on the other's network, and for MCIm's use in the provision of exchange access;</p>
2	<p>MCIm shall include its proposed language as follows:</p> <p>Recital 3: WHEREAS, MCIm wishes to purchase on an unbundled basis various network elements, ancillary services and functions and additional features, separately or in any combination, and to use such services for itself or for the provision of its Telecommunications Services to others, and SWBT is willing to provide such services, in a manner no more restrictive then that required by FTA96;</p>
3	MCIm shall not include its proposed language.
4	<p>MCIm shall include its proposed language as follows:</p> <p>Section 5. Assignment and Subcontract</p> <p>5.1 Any assignment or delegation by either party to ... All obligations and duties of any party under this Agreement shall be binding on all successors in interest and assigns of such party.</p>
5	MCIm shall not include its proposed language.
6	MCIm shall not include its proposed language.
7	<p>MCIm shall not include its proposed language in Section 13.10 but shall include following language, which modifies MCIm's proposed language, in Attachment VII:</p> <p>SWBT will provide to MCIm, in a competitively neutral fashion, in the context of</p>

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	resale or unbundled network switching element purchased from SWBT, dialing parity for local exchange service and interexchange service with the same features, functions and capabilities that SWBT provides to itself or its Affiliates, and that SWBT will provide such service as required by the FCC's Second Interconnection Order so that MCI's subscribers experience no greater post-dial delay than similarly situated SWBT subscribers and are not required to dial any greater number of digits than similarly situated SWBT subscribers.
8	MCI shall not include its proposed language.
9	MCI shall not include its proposed language.
10	<p>MCI shall include the following language which modifies MCI's proposed language:</p> <p>In the event SWBT fails to switch a subscriber to MCI service as requested through an MCI service request, within the intervals set forth in this Agreement, SWBT shall reimburse MCI in an amount equal to all charges due and owing from such subscriber to SWBT for service provided from the time of such failure to switch to the time at which the subscriber switch is accomplished. This remedy shall be in addition to all other remedies available to MCI under this Agreement or otherwise available.</p>
11	<p>MCI shall include the following language, which modifies the language proposed by MCI:</p> <p>23.1 The Parties recognize and agree . . . Commission for resolution. <u>The parties agree to seek resolution before the Commission pursuant to the Commission's dispute resolution rules.</u> If the Commission appoints . . .</p>
15	MCI shall not include its proposed language.
16	<p>MCI shall include SWBT's proposed language as follows:</p> <p>Effective with the conversion of service, SWBT will terminate its existing telephone line number-based calling cards and remove any SWBT-assigned Telephone Line Calling Card Number (including area code) ("TLN") from the LIDB. MCI may</p>

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	issue a new telephone calling card to such subscriber, utilizing the same TLN, and MCIIm shall have the right to enter such TLN in LIDB for calling card validation purposes.
17	<p>MCIIm shall include the following language, which was proposed by SWBT:</p> <p>3.6.1 MCIIm may purchase any Advanced Intelligent Network ("AIN") Telecommunications Services SWBT offers at retail minus the wholesale discount to subscribers who are not carriers for resale.</p>
20	<p>MCIIm shall include the following language, which modifies SWBT's proposed language by deleting the last sentence:</p> <p>Section 4.2 Only an end user can initiate a challenge to a change in its local exchange service provider. If an end user notifies SWBT or MCIIm that the end user requests local exchange service, the Party receiving such request shall be free to immediately provide service to such end user. SWBT shall be free to connect the end user to any local service provider based upon the local service provider's request and local service provider's assurance that proper end user authorization has been obtained.</p>
21	<p>MCIIm shall include the following language, which modifies SWBT's proposed language by adding the last sentence:</p> <p>Section 4.2.1 When an end user changes or withdraws authorization, each Party shall release customer-specific facilities in accordance with the end user customer's direction or the direction of the end user's authorized agent. Further, when an end user abandons the premise, SWBT is free to reclaim the facilities for use by another customer and is free to issue service orders required to reclaim such facilities. This language shall not be read to confer a default provider status upon SWBT.</p>
22	<p>MCIIm shall include the following language, which was proposed by SWBT:</p> <p>Section 4.2.2 When SWBT receives an order from another local service provider for services under this Agreement and SWBT is currently providing the same services to MCIIm for the same end user, SWBT shall notify MCIIm, as the customer of record, of such</p>

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	order coincident with processing the order should MCIIm subscribe to the Local Disconnect Report (LDR) as outlined below. It shall then be the responsibility of MCIIm and the other Local Service Provider to resolve any issues related to the end user. This paragraph shall not apply to new additional lines and services purchased by an end user from multiple LSPs or from SWBT.
23	<p>MCIIm shall include the language, which incorporates the first two sentences of SWBT's proposed language:</p> <p>On no less than sixty (60) days notice, MCIIm may request the Local Disconnect Report. SWBT agrees to furnish to MCIIm the Billing Telephone Number (BTN), Working Telephone Number (WTN), and terminal number of all end users who have disconnected MCIIm's service.</p>
24	MCIIm shall not include the language proposed by SWBT.
25	<p>MCIIm shall include the following language, which modifies SWBT's proposed language for 5.1.5.1.2, by deleting the last two words ("for resale"):</p> <p>For the purposes of including MCIIm's subscriber listing information in SWBT's white pages directories or DA Database, the following methods apply.</p>
26	<p>MCIIm shall include the following language proposed by MCIIm in Section 5.1.5.1.2.2, which is applicable to all white page listings - not just resale listings:</p> <p>Section 5.1.5.1.2.2 Migrate with No Changes: Retain all white listings for the subscriber in both Directory Assistance Database and White Page Directory Listings.</p>
27	<p>MCIIm shall include the following language proposed by MCIIm in Section 5.1.5.1.2.3, which is applicable to all white page listings - not just resale listings:</p> <p>Section 5.1.5.1.2.3 Migrate with Additions: Retain all white listings for the subscriber in both Directory Assistance Database and White Page Directory Listings. Incorporate the specified additional listings order.</p>
28	MCIIm shall include the following language proposed by MCIIm in Section

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	<p>5.1.5.1.2.4, which is applicable to all white page listings - not just resale listings:</p> <p>Section 5.1.5.1.2.4 Migrate with Deletions: Retain all white listings for the subscriber in both Directory Assistance Database and White Page Directory Listings. Delete the specified listings from the listing order.</p>
29	<p>MCIm shall include the following language, which modifies SWBT's proposed language by adding the last sentence:</p> <p>SWBT shall enable MCIm to transmit any listing type available to SWBT customers including but not limited to straight line, straight line with indent, multi-line, caption arrangement. The transmission media is to be mutually agreeable to SWBT and MCIm. SWBT must enable MCIm to electronically transmit such listings to the extent that SWBT's sales technicians have access by electronic means.</p>
30	MCIm shall not include its proposed language.
31	MCIm shall not include its proposed language.
32	<p>MCIm shall include the following language, which modifies MCIm's proposed language by changing first sentence:</p> <p>To the extent SWBT institutes an internal method for reviewing and correcting SWBT subscriber directory listings, SWBT shall provide MCIm an opportunity for reviewing and correcting MCIm subscriber directory listings at least one month prior to the date on which updates to the directory are no longer allowed (the Directory Close date). SWBT shall provide MCIm a method of reviewing and correcting MCIm subscriber directory listings.</p>
33	Issue was stipulated per Exhibit B to the November 7, 1996 Arbitration Award. No decision is necessary.
34	<p>MCIm shall include the following language which modifies MCIm's proposed language by changing the term "CABS" to "CABS-like":</p> <p>Section 5.1.6.12 Additional and foreign White Page listing charges should be billed</p>

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	to MCIm and itemized at the telephone number sub-account level in CABS -like format.
36	This issue has been deleted from the matrix.
37	<p>MCIm shall include the following language, which modifies SWBT's proposed language for Section 6.7 by deferring prices to the costing and pricing proceeding:</p> <p>Section 6.7 SWBT will provide MCIm's DA/OS Rate/Reference Information based upon the criteria outlined below:</p> <ul style="list-style-type: none"> a. MCIm will furnish DA/OS Rate and Reference Information in a mutually agreed to format or media thirty (30) days in advance of the date when the DA/OS Services are to be undertaken. b. MCIm will inform SWBT, in writing, of any changes to be made to such Rate/Reference Information ten (10) working days prior to the effective Rate/Reference change date. MCIm acknowledges that it is responsible to provide SWBT updated Rate/Reference Information in advance of when the Rates/Reference Information are to become effective. c. In all cases when a SWBT Operator receives a rate request from an MCIm end user, SWBT will quote the applicable DA/OS rates as provided by MCIm. d. All charges shall be cost-based.
38	<p>MCIm shall include the following language, which modifies SWBT's proposed language for Section 6.8 by replacing the last four words of the section, "on an ICB basis" with "in accordance with the Commission's determinations in the costing/pricing phase of the arbitration's between the parties":</p> <p>Section 6.8 SWBT shall also offer MCIm the opportunity to customize route DA/OS where technically feasible. MCIm agrees to pay SWBT appropriate charges associated with customized routing in accordance with the Commission's determinations in the costing/pricing phase of the arbitration's between the parties.</p>

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41	<p>The Arbitrators find that a mechanized loop test is a test performed on loops, not switching. The Arbitrators conclude that when MCI_m orders a switch port, or local loop and switch port combination, SWBT will, at MCI_m's request, provide automated loop testing through the Local Switch rather than install a separate loop test point. Therefore, MCI_m shall include its proposed language with the following language added to the end of the sentence: "beginning on January 1, 1998":</p> <p>6.2.1.5 SWBT shall perform routine testing (e.g., Mechanized Loop Tests (MLT) and test calls such as 105, 107 and 108 type calls) and fault isolation on a schedule designated by MCI_m beginning on January 1, 1998.</p>
42	<p>This issue is deferred to the further dispute resolution process created to address performance measures and standards.</p> <p style="padding-left: 40px;">By agreement of the parties, issues addressing the development of performance measures and standards will be severed from consideration in this Award and will be handled according to the following procedure.</p> <p style="padding-left: 40px;">MCI_m and SWBT agree to engage in discussions with Commission Staff to attempt to reach a consensus on specific performance criteria and performance measures as it relates to service quality and in particular activities or functions performed by SWBT that have a direct correlation to MCI_m's ability to provide reliable telecommunications service.</p> <p style="padding-left: 40px;">MCI_m and SWBT agree that in the event they are unable to reach a mutually agreeable resolution as it relates to the issues identified below; that the decision of the Commission Staff participating in the negotiations will be binding.</p>
44	<p>MCI_m shall include the following language, which was proposed by MCI_m on page 35 of its post-hearing brief.</p> <p>Advanced Intelligent network triggers supporting MCI_m, and SWBT service applications, in SWBT's SCPs. In those switched where such triggers are currently available, SWBT shall offer to MCI_m all triggers currently available to SWBT for offering AIN-based services in accordance with applicable technical references. Such triggers include</p>
45	<p>MCI_m shall include its proposed language as follows:</p>

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	<p>6.2.1.18 SWBT shall make available selective routing. This includes but is not limited to routing operator calls from MCIIm subscribers as directed by MCIIm at MCIIm's option. For example, SWBT may translate 0-and 0+ intraLATA traffic, and route the call through appropriate trunks to an MCIIm Operator Services Position System (OSPS). Calls from Local Switching must pass the ANI-II digits unchanged.</p>
46	<p>MCIIm shall include its proposed language as follows:</p> <p>6.3.3 SWBT shall provide switch port options to accommodate, but not limited to, the following:</p> <p>6.3.3.2 Coin phone signaling;</p>
47	<p>MCIIm shall include its proposed language as follows:</p> <p>6.3.4 SWBT will provide switch port options to accommodate, but not limited to, the following:</p> <p>6.3.4.3 Interface to MCIIm directory assistance services through the MCIIm switched network or to Directory Services through the appropriate trunk interconnections for the system; and 950 access or other MCIIm required access to interexchange carriers as requested through appropriate trunk interfaces.</p>
48	<p>The Arbitrators find that references and adherence to technical standards for ISDN interface requirements are necessary for MCIIm to provide such services to its customers. If SWBT's published standards differ from the national standards, SWBT should identify such deviations so that the specific deviation may be mediated in the project established to resolve performance measures and standards issues. The Arbitrators conclude that until such time as specific deviations of standards are agreed to by the parties or mediated through staff participation, references to national standards such as Bellcore standard TR-NWT-000393, TR-NWT-303, ANSI standards X.25, X.75 and X.75' are appropriate.</p>

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49	<p>MCIm shall include SWBT's proposed language as follows:</p> <p>Section 6.4.8.1.3.2.2 [NEW] Standard Rate Structure for ULS</p> <ol style="list-style-type: none"> 1. When a MCIm uses ULS Ports to initiate an 800/888 call, SWBT will perform the appropriate database query and route the call to the indicated IXC. No ULS-O charges will apply to the ULS Port. 2. When a call that has been routed through SWBT's public network terminates to an ULS Port, from the same or another MCIm's ULS Port, MCIm shall pay ULS-T charges. 3. When a call that has been routed through SWBT's public network terminates to an ULS Port, from the bundled local exchange service of SWBT, MCIm shall pay ULS-T charges. 4. When a call terminates to an ULS Port via terminating access services provided by SWBT, (e.g., FGA, FGB, FGD, or WATS, etc.) SWBT shall not assess ULS-T charges to MCIm. <p>When a call which has been routed from another network terminates to an ULS Port, MCIm shall pay ULS-T.</p>
50	MCIm shall not include its proposed language.
51	<p>MCIm shall include the following language, which was proposed by SWBT, because subscriber loops are unbundled loops not dedicated transport:</p> <p>SWBT shall provide UDT through the use of unbundled network transmission facilities and equipment between SWBT wire center offices and MCIm premises, with bandwidth dedicated for MCIm's use. SWBT shall use the existing infrastructure facilities and equipment which are used to provide local exchange calling areas, intraLATA toll, and telecommunications switched and special access services. Such locations may include SWBT wire centers collocation arrangements and MCIm premise or other locations, MCIm Network components, or other carrier network components Subscriber locations are excluded and covered as unbundled loops.</p>
52	The Arbitrators find that references and adherence to technical standards for UDT are necessary for MCIm to provide services to its customers. If SWBT's published standards differ from the national standards, SWBT should identify such deviations

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	so that the specific deviation may be mediated in the project established to resolve performance measure and standards issues. The Arbitrators conclude that until such time as specific deviations of standards are agreed to by the parties or mediated through staff participation, references to national standards such as Bellcore, and ANSI are appropriate.
54	<p>The Arbitrators agree with SWBT that end user premise is not UDT. MCI shall include the following language, which was proposed by MCI but the language shall be moved to the appropriate section for unbundled loop:</p> <p>If MCI requires that the point of termination at MCI's premises or MCI's end users' premises be moved, such activity shall be treated as Wholesale Construction.</p>
55	The Arbitrators find that there is no reason to have a separate element for entrance facility, the cost of such facility should be included with UDT. Delete the proposed language.
56	The Arbitrators find that there is no reason to have a separate element for entrance facility, the cost of such facility should be included with UDT. Delete the proposed language.
57	The Arbitrators find that SWBT has not provided any reason to exclude OC48 connection. Delete the proposed language.
58	The Arbitrators find that SWBT should provide multiplexing as an alternative to DCS. The price for such provisioning should be based on TELRIC, not access tariffs.
59	<p>MCI shall include its proposed language as follows:</p> <p>10.7.4.4 Interconnection between a DSX or LGX, to a switch, another cross-connect, or other service platform device, is included as part of DCS.</p>
60	Delete the proposed language.
61	Delete the proposed language.

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63	Delete the proposed language.
64	Delete the proposed language
65	Delete the proposed language.
66	<p>The Arbitrators agree that designated locations should not include end user premises. MCI shall include the following language which modifies its proposed language:</p> <p>10.8.1.1 The I/O Transport UDT element provides for the point to point transmission facilities between SWBT end office switches and/or wire centers, and any other Locations, as designated by MCI, except that this provision does not include end user premises.</p>
67	Delete the proposed language.
68	Delete the proposed language.
69	Delete the proposed language.
70	Delete the proposed language
71	Delete the proposed language
72	Delete the proposed language
73	<p>MCI shall include SWBT's proposed language as follows:</p> <p>10.9.4.1 UDT DS3 bandwidth is a bandwidth utilizing DS3 (44.736 Mbps) technology to provide dedicated high capacity transport. SWBT shall provide DS3 channels between MCI premises and that premises serving wire center or between SWBT wire centers.</p>
74	<p>MCI shall include SWBT's proposed language as follows:</p> <p>10.9.5.1 UDT OC3 bandwidth is a bandwidth utilizing SONET OC3 (155.520</p>

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	Mbps) technology to provide dedicated high capacity transport. SWBT shall provide UDT OC3 channels between MCIIm- designated premises, or between SWBT wire centers.
76	<p>MCIIm shall include its proposed language as follows:</p> <p>10.9.6.1 UDT OC12 bandwidth is a bandwidth utilizing SONET OC12 (622.080Mbps) technology to provide dedicated high capacity transport between MCIIm-designated premises. SWBT shall provide UDT OC12 channels between SWBT wire centers.</p>
79	See Issue No. 42.
82	<p>MCIIm shall include SWBT's proposed language as follows:</p> <p>Tape Load Facility Interface provides MCIIm with unbundled access to SWBT's Tape Load Facility in the same manner that SWBT accesses this facility. Tape Load Facility Interface allows MCIIm to create and submit magnetic tapes for input into LIDB.</p>
96	See Issue No. 42.
97	See Issue No. 42.
98	See Issue No. 42.
99	<p>MCIIm shall include its proposed language as follows:</p> <p>13.4.2.8.6 SWBT shall provide MCIIm with the capability to provision (e.g., to add, update, and delete) NPA-NXX and NXX-0/IXX Group Records, and Line Number and Special Billing Number Records, associated with MCIIm subscribers, directly into SWBT's LIDB provisioning process.</p>
100	<p>MCIIm shall include its proposed language as follows:</p> <p>13.4.2.8.7 Unless directed otherwise by MCIIm, in the event that end user subscribers change their local service provider, SWBT shall maintain subscriber data</p>

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	(for line numbers, card numbers, and for any other types of data maintained in LIDB) so that such subscribers shall not experience any interruption of service due to the lack of such maintenance of subscriber data.
102	See Issue No. 42.
103	See Issue No. 42.
104	MCIm shall not include its proposed language.
105	See Issue No. 42.
106	See Issue No. 42.
107	See Issue No. 42.
108	See Issue No. 42.
109	See Issue No. 42.
110	See Issue No. 42.
111	See Issue No. 42.
112	See Issue No. 42.
113	<p>MCIm shall include SWBT's proposed language as follows:</p> <p>Section 13.4.3.9 [NEW]SWBT is furnishing access to its LIDB in order to facilitate MCIm's provision of Alternate Billing Service to its end users, but not to insure against the risk of completion of an ABS-related call. While SWBT agrees to make every reasonable attempt to provide accurate Validation information, MCIm acknowledges that Validation information is the product of routine business service order activity and fraud investigations. MCIm acknowledges that SWBT can furnish Validation information only as accurate and current as the information has been provided to SWBT for its inclusion in its LIDB. Therefore, SWBT, in addition to the limitations</p>

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	of liability set forth, is not liable for inaccuracies in the validation information records provided to MCIIm except such inaccuracies caused by SWBT's willful or wanton misconduct or gross negligence.
115	<p>MCIIm shall include SWBT's proposed language as follows:</p> <p>Section 13.9.5.1 [NEW]SWBT will furnish Calling Name information only as accurate and current as the information has been provided to SWBT for inclusion in its CNAM database. Therefore, SWBT, in addition to the limitations of liability set forth, is not liable for inaccuracies in the Calling Name information name records provided to MCIIm or to its Query-originating carrier customers, except such inaccuracies caused by SWBT's willful or wanton misconduct or gross negligence.</p>
116	<p>MCIIm shall include SWBT's proposed language as follows:</p> <p>Section 13.9.5.2 [NEW]The Parties acknowledge that each Calling Name database limits the Calling Name information length to fifteen (15) characters. As a result, the Calling Name information provided in a response to a Query may not reflect a subscriber's full name. Name records of residential local telephone subscribers will generally be stored in the form of last name followed by first name (separated by a comma or space) to a maximum of fifteen (15) characters. Name records of business local telephone subscribers will generally be stored in the form of the first fifteen (15) characters of the listed business name that in some cases may include abbreviations. The Parties also acknowledge that certain local telephone service subscribers of Name Record Administering Companies may require their name information to be restricted, altered, or rendered unavailable. Therefore, SWBT is not liable for any and all liability, claims, damages or actions including attorney's fees, resulting directly or indirectly from the content of any Name Record contained in a Calling Name database and provided to MCIIm or its Query-originating carrier customers, except for such content related claims, damages or actions resulting from SWBT's willful or wanton misconduct or gross negligence.</p>
117	<p>MCIIm shall include SWBT's proposed language as follows:</p> <p>Section 13.9.5.3 [NEW]The Parties acknowledge that certain federal and/or state regulations require</p>

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	<p>that local exchange telephone companies make available to their subscribers the ability to block the delivery of their telephone number and/or name information to their terminating telephone when the subscriber originates a telephone call. This blocking can either be on a call-by-call basis or on an every call basis. Similarly, a party utilizing blocking services can unblock on a call-by-call or every call basis. MCIIm will abide by information received in SS7 protocol during call set-up that the calling telephone service subscriber wishes to block or unblock the delivery of telephone number and/or name information to a CNDS subscriber. MCIIm agrees not to attempt to obtain the caller's name information by originating a query to SWBT's Calling Name database where the subscriber had attempted to block such information, nor will MCIIm block information a subscriber has attempted to unblock. Therefore, SWBT, in addition to the limitation of liability set forth in this Section, is not liable for any failure by MCIIm or its Query-originating carrier customers to abide by the caller's desire to block or unblock delivery of Calling Name information, and MCIIm agrees to hold SWBT harmless from, and defend and indemnify SWBT for, any and all liability, claims, damages or actions including attorney's fees, resulting directly or indirectly from MCIIm or its Query-originating carrier customers' failure to block or unblock delivery of the Calling Name information when appropriate indication is provided, except for such privacy related claims, damages or actions caused by SWBT's willful or wanton misconduct or gross negligence.</p>
119	<p>The MCIIm proposed language should be modified as follows to incorporate a parity principle:.</p> <p>14.2.1.6 Tandem Switching shall provide access to 800/888 number translations for MCIIm, where SWBT performs translation of 800/888 numbers to its own customers.</p>
123	<p>The Arbitrators, concur that two-way trunks must be provided by SWBT, where feasible, by December 31, 1997. MCIIm shall include the following language, which modifies its proposed language:</p> <p>14.3.4 Tandem Switching shall interconnect with MCIIm's switch, using two-way trunks, for traffic that is transiting via the SWBT network to interLATA or intraLATA carriers, where technically feasible to identify the jurisdiction of calls.</p>
125	<p>MCIIm shall include SWBT's proposed language as follows:</p>

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	<p>An initial non-recurring charge applies per brand, per TOPS switch, for the establishment of Call Branding as well as a charge per subsequent changes to the brand per TOPS switch. In addition, a per call charge applies for every Operator Services call handled by SWBT on behalf of MCI when such services are provided in conjunction with: 1) the purchase of SWBT's unbundled local switching; or 2) when multiple brands are required on a single Operator Services trunk.</p> <p>MCI will provide SWBT with written specification of its company name to be used in creating LSP specific branding messages for its OS calls.</p>
126	MCI shall not include SWBT's proposed contract.
127	<p>MCI shall include its proposed language as follows:</p> <p>17.5.6 SWBT DA operators shall provide DA Services Rate Information upon request to MCI's end users. [...] MCI shall pay an initial non-recurring charge for loading of MCI's DA Services Rate Information. MCI shall pay an additional non-recurring charge for each subsequent change to MCI's DA Services Rate Information. The charge for such changes shall be set at TELRIC.</p>
128	<p>MCI shall include the following language, which modifies SWBT's proposed language by deleting the words "after..." through the end of the section.</p> <p>Section 17.7 [NEW] MCI shall compensate SWBT for DA services based on the rates in Attachment I. The rates shall apply from the Effective Date of this DA services agreement until conclusion of the Term(as specified below).</p>
129	<p>MCI shall include SWBT's proposed language as follows, because it is possible that at the time of busy line interrupt attempt there may not be actual conversation taking place:</p> <p>Section 18.3.7 [[[Busy Line Interrupt - A service in which the caller asks the operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt. A Busy-Line-Interrupt charge will apply even if the</p>

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	<p>parties interrupted refuse to terminate the conversation in progress.]]]</p> <p>A Busy-Line Interrupt charge will apply even if no conversation is in progress at the time of the interrupt attempt, or when the parties interrupted refuse to terminate the conversation in progress.</p>
130	<p>MCIm shall include SWBT's proposed language as follows:</p> <p>Section 18.5 [[[Handling of Emergency Calls to Operator</p> <p>To the extent an MCIm's NXX encompasses multiple emergency agencies, SWBT shall query the caller on his/her community and transfer the caller to the appropriate emergency agency for the caller's area. MCIm must provide SWBT with the correct information to enable the transfer. When the assistance of another MCIm operator is required, SWBT will attempt to reach the appropriate operator if the network facilities for inward assistance exist. SWBT shall comply with state, local and federal regulations.]]]</p> <p>MCIm agrees to indemnify SWBT for any misdirected calls</p>
131	SWBT's proposed language shall not be included.
132	See Issue 42.
133	<p>MCIm shall include SWBT's proposed language except for the words "after..." through the end of the section.</p> <p>Section 18.8 [NEW]MCIm shall compensate SWBT for Operator Services based on the rates in Attachment I (SWBT rates). The rates will apply from the service effective date of this OS Agreement until conclusion of the Term as specified below.</p>
136	<p>MCIm shall include the following language which modifies SWBT's proposed language:</p> <p>Attachment IV Section 1.2.2.2</p>

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	<p>For construction of IP Routes and Locations, SWBT will provide a quotation of price for the MCI_m requested IP Route or Location arrangement within 15 days of receipt of the MCI_m application.</p> <p>SWBT will construct all IP route or location to adhere to state and federal laws and in the same manner that it constructs IP route or location for itself including the abatement of asbestos, lead paint and any other hazardous substance known to SWBT.</p>
137	<p>MCI_m shall include the following language which modifies SWBT's proposed language:</p> <p>Attachment IV Section 1.2.2.3</p> <p>SWBT will provide diagrams of the route and location area and information about its technical capabilities when a price quotation is requested.</p> <p>If interconnection is complicated by the presence of environmental contamination or hazardous materials, and an alternative route or location is available, SWBT shall make such alternative route or location available for MCI_m's consideration, only to the extent such an alternative route or location is available.</p>
138	<p>MCI_m shall include the following language which modifies SWBT's proposed language:</p> <p>Attachment IV Section 1.2.2.4</p> <p>If interconnection is complicated by the presence of environmental contamination or hazardous materials, and an alternative route or location is available, SWBT shall make such alternative route or location available for MCI_m's consideration, only to the extent such an alternative route or location is available.</p>
146	<p>SWBT's proposed language shall be included as follows:</p> <p>The target date for provision of interconnection trunk groups shall be based upon the requesting party's due date, but will not normally be longer than a standard interval</p>

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	(currently 20 business days) once facilities are in place, and upon the receipt of a complete and accurate ASR.
148	<p>MCIm shall include the following language which modifies SWBT's proposed language:</p> <p>Attachment IV Section 2.3.2.1</p> <p>For purposes of determining the 10% threshold, total conversation seconds will be rounded monthly to the next whole minute. When traffic exceeds the 10% threshold, SWBT and MCIm will compensate each other for all calls beginning with the month the 10% threshold is passed.</p>
150	<p>MCIm shall include the following language which modifies SWBT's proposed language:</p> <p>Attachment IV Section 3.2</p> <p>The Parties will use Signaling System 7/ Common Channel signaling to interchange traffic where such capability is available supporting local, transit and toll traffic. The parties will exchange TCAP messages to facilitate full interoperability of CCS-based features between their respective networks, including all class features and functions. All CCS signaling parameters and data will be provided. Both parties will generate and will pass CPN and will honor all privacy indicators. Each party will provide Transit Network Selection parameter (for SS7 signaling) or CIC/OZZ information (for MF signaling) to allow routing or billing of calls. The parties will comply with OBF adopted standards for TNS and CIC/OZZ codes.</p>
151	<p>MCIm will include the following language which modifies MCIm's proposed language:</p> <p>Attachment IV Section 4.4</p> <p>4.4 It shall be the responsibility of each Party to program and update its own</p>